नागपूर मेट्रो रेल टप्पा-२ प्रकल्पाच्या अंमलबजावणी संदर्भात करावयाच्या त्रिपक्षीय सामंजस्य करारनाम्याच्या (MoU) प्रारुपास मान्यता देण्याबाबत.

महाराष्ट्र शासन
नगर विकास विभाग
शासन निर्णय क्रमांक : एनआरडी-३३२३/प्र.क्र.६२/नवि-७,
मंत्रालय, मुंबई ४०० ०३२.
दिनांक : २२ सप्टेंबर, २०२३.

संदर्भ:-

नगर विकास विभाग, शासन निर्णय क्रमांक: एनएमआर-३३१८/प्र.क्र.१४५/नवि-७, दिनांक १२ मे, २०२३.

प्रस्तावना :-

नागपूर शहराची वाढती लोकसंख्या आणि वाहनांची संख्या या अनुषंगाने निर्माण झालेल्या वाहतूक समस्या लक्षात घेवून सार्वजनिक वाहतूक व्यवस्था सक्षम करण्याच्या दृष्टीने नागपूर मेट्रो रेल टप्पा-१ या ४०.०२ कि .मी. लांबी व ३२ स्थानके असलेल्या प्रकल्पाची महाराष्ट्र मेट्रो रेल कॉर्पोरेशन लि. मार्फत उभारणी करण्यात येऊन दिनांक ११ डिसेंबर, २०२२ रोजी प्रवासी सेवेकरिता खुला करण्यात आला आहे. नागपूर मेट्रो रेल टप्पा-१ प्रकल्पाचा विस्तार करण्यासाठी शासनाने माहे जानेवारी, २०१९ मध्ये नागपूर मेट्रो रेल टप्पा-२ प्रकल्प उभारण्याचा निर्णय घेतला. केंद्र शासनाने नागपूर मेट्रो रेल प्रकल्प टप्पा-२ या रु. ६७०८ कोटी खर्चाच्या प्रकल्पाची महामेट्रोमार्फत अंमलबजावणी करण्यास दिनांक ०७.१२.२०२२ रोजीच्या केंद्रीय मंत्रीमंडळाच्या बैठकीमध्ये मान्यता दिली आहे. त्यानुसार गृहनिर्माण व शहरी कार्य मंत्रालयाने क्र. K-१४०११/०६/२०१९-MRT, दिनांक २९.१२.२०२२ रोजीच्या पत्रान्वये प्रकल्पाच्या अंमलबजावणीस मंजूरी प्रदान केली आहे. केंद्र शासनाने प्रकल्पाचा मंजूर केलेला वित्तीय व तांत्रिक आराखडा आणि त्यानुषंगाने घालून दिलेल्या अटी व शर्ती विचारात घेऊन दिनांक ०५ एप्रिल, २०२३ रोजी पार पडलेल्या मा. मंत्रीमंडळ बैठकीत प्रकल्प मान्यतेबाबतचा दिनांक १४ जानेवारी, २०१९ रोजीचा मूळ शासन निर्णय अधिक्रमित करून प्रकल्पाच्या अंमलबजावणीस सुधारीत मान्यता प्रदान करण्यात आली आहे. त्यानुसार सुधारीत मान्यतेबाबत दिनांक १२.०५.२०२३ रोजी शासन निर्णय निर्गमित करण्यात आला आहे.

केंद्र शासनाच्या मान्यतेमध्ये समाविष्ट अटींच्या अनुषंगाने केंद्र शासन, राज्य शासन व महाराष्ट्र मेट्रो रेल कॉर्पोरेशन लि. यांच्या दरम्यान करावयाचा त्रिपक्षीय सामंजस्य करारनाम्याचा मसूदा केंद्र शासनाने दिनांक १६.०१.२०२३ रोजीच्या पत्रान्वये पाठविला आहे. सदर करारनाम्याच्या प्रस्तावास मान्यता देण्याची बाब शासनाच्या विचाराधीन होती. या संदर्भात शासनाने पुढीलप्रमाणे निर्णय घेतला आहे.

शासन निर्णय :-

केंद्र शासन व राज्य शासनाने नागपूर मेट्रो टप्पा-२ प्रकल्पास दिलेली मान्यता व सदर प्रकल्पासाठी करावयाच्या प्रस्तावित सामंजस्य करारनाम्याच्या अनुषंगाने पुढीलप्रमाणे मान्यता देण्यात येत आहेः-

(अ) केंद्र शासन व राज्य शासनाने नागपूर मेट्रो टप्पा-२ प्रकल्पास दिलेली मान्यता आणि केंद्र शासनाने दि. १६.०१.२०२३ रोजीच्या पत्रान्वये कळविल्यानुसार नागपूर मेट्रो रेल टप्पा-२ प्रकल्पासाठी केंद्रशासन, राज्यशासन व महाराष्ट्र मेट्रो रेल कॉर्पोरेशन लि. यांच्या दरम्यान करावयाच्या सोबतच्या **परिशिष्ट-अ** येथील त्रिपक्षीय सामंजस्य करारनाम्याच्या मसुद्यास मान्यता देण्यात येत आहे.

(ब) सदर करारनाम्याच्या पार्श्वभूमीवर राज्यशासनावर वाढणारा संभाव्य वित्तीय भार महाराष्ट्र मेट्रो रेल कार्पोरेशन लि. यांनी प्रकल्पांच्या अनुषंगाने स्थानिक प्राधिकरण, शासकीय/निमशासकीय संस्था त्यांच्याकडील जमिनी (डिपीआरमध्ये दर्शविलेल्या जमिनीव्यतिरीक्त) उपलब्ध करुन घेऊन अशा जमिनींचे विकसन करुन टीओडी, एफएसआय व इतर अनुषंगिक माध्यमातून निर्माण होणाऱ्या आर्थिक स्त्रोतांमधून भागविण्यास मान्यता देण्यात येत आहे.

(क) नागपूर मेट्रो रेल टप्पा-२ प्रकल्पाच्या सविस्तर प्रकल्प अहवालामध्ये दर्शविलेल्या बाबींशिवाय अधिकचा खर्च करावयाचा असल्यास त्यास राज्य शासनाची (वित्त विभागाची) मान्यता आवश्यक राहील.

(ड) सदर करारनाम्याच्या पार्श्वभूमीवर राज्य शासनावर वित्तीय भार वाढल्यास त्याची प्रतिपूर्ती महामेट्रोकडील "समर्पित नागरी परिवहन निधी" मधून करण्यास मान्यता देण्यात येत आहे.

सदरचा शासन वित्त विभाग अनौपचारीक संदर्भ क्र. २२८/व्यय-३, दिनांक ०४/०७/२०२३ अन्वये प्राप्त अभिप्रायानुसार निर्गमित करण्यात येत आहे.

सदर शासन निर्णय महाराष्ट्र शासनाच्या www.maharashtra.gov.in या संकेतस्थळावर उपलब्ध करण्यात आला असून त्याचा सांकेतांक २०२३०९२२१६२७५६९७२५ असा आहे.

महाराष्ट्राचे राज्यपाल यांच्या आदेशानुसार व नावाने,

VIJAY KARBHARI CHAUDHARI

Digitally signed by VIJAY KARBHARI CHAUDHARI
DN: CN = VIJAY KARBHARI CHAUDHARI, C = IN, S = Maharashtra, O = GOVERNMENT OF MAHARASHTRA, OU = URBAN DEVELOPMENT DEPARTMENT
Date: 2023.09.26 11:22:31 +05'30'

(विजय चौधरी)
उप सचिव, महाराष्ट्र राज्य

प्रति,

मा. राज्यपाल, महाराष्ट्र राज्य, यांचे सचिव.
मा. मुख्यमंत्री यांचे अपर मुख्य सचिव, मंत्रालय, मुंबई ४०० ०३२.
मा. उपमुख्यमंत्री (गृह) यांचे सचिव, मंत्रालय, मुंबई ४०० ०३२.
मा. उपमुख्यमंत्री (वित्त) यांचे प्रधान सचिव, मंत्रालय, मुंबई ४०० ०३२.
मा. मुख्य सचिव, महाराष्ट्र शासन, मंत्रालय, मुंबई ४०० ०३२.
अपर मुख्य सचिव (वित्त), वित्त विभाग, मंत्रालय, मुंबई ४०० ०३२.
अपर मुख्य सचिव, सामान्य प्रशासन विभाग, मंत्रालय, मुंबई ४०० ०३२.

अपर मुख्य सचिव (महसूल), महसूल व वन विभाग, मंत्रालय, मुंबई ४०० ०३२.
अपर मुख्य सचिव (उद्योग), उद्योग, ऊर्जा व कामगार विभाग, मंत्रालय, मुंबई ४०० ०३२.
अपर मुख्य सचिव (व्यय), वित्त विभाग, मंत्रालय, मुंबई-४०००३२.
प्रधान सचिव (नवि-१), नगर विकास विभाग, मंत्रालय, मुंबई ४०० ०३२.
प्रधान सचिव, नियोजन विभाग, मंत्रालय, मुंबई ४०० ०३२.
प्रधान सचिव, विधी व न्याय विभाग, मंत्रालय, मुंबई ४०० ०३२.
प्रधान सचिव (परिवहन), गृह विभाग, मंत्रालय, मुंबई ४०० ०३२.
प्रधान सचिव (नवि-२), नगर विकास विभाग, मंत्रालय, मुंबई ४०० ०३२.
सचिव (वि.सु), वित्त विभाग, मंत्रालय, मुंबई-४०००३२.
व्यवस्थापकिय संचालक, महाराष्ट्र मेट्रो रेल कॉर्पोरेशन लि. (महामेट्रो) नागपूर.
उपाध्यक्ष तथा व्यवस्थापकीय संचालक, महाराष्ट्र विमानतळ विकास कंपनी लि., मुंबई.
मुख्य कार्यकारी अधिकारी, महाराष्ट्र औद्योगिक विकास महामंडळ लि., मुंबई.
विभागीय आयुक्त, नागपूर विभाग, नागपूर.
पोलिस आयुक्त, नागपूर.
सभापती, नागपूर सुधार प्रन्यास, नागपूर
आयुक्त, नागपूर महानगरपालिका, नागपूर.
महानगर आयुक्त, नागपूर महानगर प्रदेश विकास प्राधिकरण, नागपूर.
जिल्हाधिकारी, नागपूर.
महाव्यवस्थापक, नागपूर महानगर परिवहन महामंडळ मर्यादित, पुणे.
मुख्य कार्यकारी अधिकारी, जिल्हा परिषद, नागपूर.
उप सचिव, वित्त विभाग, मंत्रालय, मुंबई ४०० ०३२.
निवड नस्ती (नवि-७).

परिशिष्ट-अ

NAGPUR METRO RAIL PROJECT PHASE 2

MEMORANDUM OF UNDERSTANDING (MoU)

Between

Government of India (GoI), Government of Maharashtra (GoM) and Maharashtra Metro Rail Corporation Limited. (MAHA METRO) (Formerly known as Nagpur Metro Rail Corporation Limited)

This Memorandum of Understanding (hereinafter referred to as MoU) is made at ………………………on ……….day of ………………….2023.

BETWEEN

1. The President of India, exercising executive powers of the Government of India, (hereinafter referred to as "GoI") (which expression shall unless repugnant to the context or meaning thereof includes his executors and official assigns) represented by the Secretary to Government of India, Ministry of Housing and Urban Affairs (MoHUA) having Office at Nirman Bhawan, New Delhi, of the First Part.

AND

2. The Governor of State of Maharashtra exercising executive powers of the Government of Maharashtra, (hereinafter referred to as "GoM") (which expression shall unless repugnant to the context or meaning thereof includes his executors and official assigns) represented by the Chief Secretary, Government of Maharashtra, having Office at Mantralaya, Mumbai, Maharashtra of the Second Part and

AND

3. Maharashtra Metro Rail Corporation Limited, (Formerly known as Nagpur Metro Rail Corporation Limited), (hereinafter referred to as "MAHA METRO" or "the Company" or "SPV") a company incorporated under the Companies Act, 2013 on 18th February, 2015 presently a Joint Venture Company of GoI and GoM within the meaning of the Companies Act, 2013) (which expression shall unless repugnant to the context or meaning thereof includes his executors and official assignees) represented by its Managing Director, having Registered Office at "Metro Bhavan", VIP Road, Near Deekshabhoomi, Ramdaspeth, Nagpur 440 001 of the Third Part.

1.0 <u>PREAMBLE</u>

1.1 Government of India (GoI) on 21.08.2014 had approved the implementation of the Nagpur Metro Rail Project Phase 1 in two corridors i.e. East – West Corridor of 18.557 km and North – South Corridor of 15.058 km totaling 38.215 km with 36 stations at the completion cost of ₹ 8,680.00 Crore. However, due to change in alignment between Rahate Colony Station and Congress Nagar Station and increase in approach length of Hingna Depot, the total length of corridors has increased to 40.022 km. The Phase I is fully operational from 11th December 2022.

1.2 In order to enhance the coverage of the Nagpur Metro network by connecting with satellite cities i.e. Kamptee, Kanhan, Kapsi and Hingna, to link prominent commercial, residential and industrial developments in Butibori and Hingna, Transport hub in Kapsi, the Nagpur Metro Rail Project Phase 2 has been sanctioned by Govt. of India vide its letter No. K-14011/06/2019-MRTS-II dated 29.12.2022. Prior to GoI's approval, Govt, of Maharashtra had also given its approval for the Nagpur

Metro Rail Project Phase 2 (hereinafter referred to as 'Project') vide its Government Resolution No. NMR-3318/C.R. No. 145/UD-7 dated 14.01.2019. Subsequently, the revised approval was granted by Govt. of Maharashtra, in accordance to the sanction order of Govt. of India, vide G.R No. NMR-3318/C.R.145/UD-7 dated 12.05.2023. The project envisages extension of the existing Nagpur Metro Rail Corridors in all four directions covering total length of 43.8 km with 32 Stations. The details are as under: -

Sr. No	Corridor	Corridor Details	Length (km)			Stations		
			At Grade	Elevated	Total	At Grade	Elevated	Total
1	North – South	MIHAN to MIDC ESR (Corridor 1A – South Extension)	1.25	17.40	18.65	2	8	10
2	North – South	Automotive Square to Kanhan River (Corridor 2A – North Extension)	-	13.00	13.00	-	12	12
3	East – West	Lokmanya Nagar to Hingna (Corridor 3A – West Extension)	-	6.65	6.65	-	7	7
4	East – West	Prajapati Nagar to Transport Nagar (Corridor 4A – East Extension)	-	5.50	5.50	-	3	3
Total			1.25	42.55	43.80	2	30	32

1.3 The total completion cost of the Project will be ₹ 6,708.00 Crore with the contribution of Government of India (GoI) in the form of Equity, Subordinate Debt and Senior Term Debt as per Financing Pattern contained in Para D of the GoI order No. K-14011/06/2019-MRTS-II dated 29.12.2022 as detailed below (Table-1):

Table 1: Financing Pattern

Sources	Amount (₹ in Cr)	% Share
Equity by GoI	998.20	16.73%
Equity by Govt. of Maharashtra	998.20	16.73%
SD for Central Taxes by Govt. of Maharashtra	197.00	3.27%
SD for Central Taxes by Govt. of India	197.00	3.27%
Soft Loan from bilateral/multilateral funding agencies	3,585.60	60.00%
Total Cost Excluding Land, R&R and PPP	5,976.00	100.00%
Contribution by Maharashtra Industrial Development Corporation (MIDC) towards funding	50.00	
Grant by Maharashtra Airport Development Corporation (MADC) for state taxes from accruals towards VCF	284.00	
Grant by Maharashtra Industrial Development Corporation (MIDC) for Land, R&R and State Taxes from accruals towards VCF	234.00	-
IDC for Soft Loan from Bilateral/Multilateral funding agencies as additional SD by GoM	15.00	

PPP Component	149.00	
GRAND TOTAL	**6,708.00**	

1.4 The Project will be implemented as a Central Sector Project and will be implemented through the Executing Agency, i.e. MAHA METRO which is a Special Purpose Vehicle (SPV) for the implementation of the project with GoI and GoM being the joint promoters with equal equity holding. The above sanction letter of GoI dated K-14011/06/2019-MRTS-II dated 29.12.2022 is appended as Annexure – 'A' and forms part and parcel of MoU. Any further extensions or phases of Nagpur Metro Rail Project as approved by Government of India from time to time will also form part and parcel of this MoU. The MoU dated 04.07.2015 between the parties herein, concerning Nagpur Metro Rail Project shall also be read in conjunction with this MoU.

1.5 In this context, GoI, GoM and MAHA METRO deem it necessary and expedient to record their understandings, commitments, obligations, covenants, and their interfaces in the form of this MoU.

1.6 Now, it is hereby agreed between GoI, GoM and MAHA METRO as follows: -

2.0 DEFINITIONS AND INTERPRETATIONS

2.1 In this MoU:

a) The paragraph headings and numberings are for convenience only and shall be ignored in the interpretation of this Agreement;
b) The singular includes the plural and vice versa;
c) Reference to any agreement, enactment, ordinance or regulation includes any amendment, modification or replacement thereof or supplement thereto, in whole or in part;
d) Reference to Articles, Paragraphs, Sub-paragraphs, Schedules and Appendices, are, unless the context otherwise requires, references to Articles, Paragraphs, Sub-paragraphs, Schedule and Appendices, respectively, of this Agreement;
e) The words include, including and among other things shall be deemed to be followed by "without limitation" or "but not limited to" whether or not they are followed by such phrases or words of like import;
f) The reference to a "person" and words denoting natural persons shall include partnership, firms, companies, corporations, joint ventures, trusts, associations, organizations and other entities; and
g) The Annexures and Schedules to this MoU form an integral part of this MoU and will be in full force and effect as though they were expressly set out in the body of this MoU;

3.0 TERM

3.1 This MoU shall be effective and continue to be valid till such time the GoI holds equity in MAHA METRO and the debt from the GoI including the debt from any international financing agency whose repayment has been guaranteed by the GoI, is repaid in full. It is also understood, that this MoU can be further extended by mutual consent of GoM and GoI.

4.0 OBJECT & SCOPE

4.1 The object of this MoU is to set out the broad principles of cooperation and modalities that will guide and govern the role of the Parties in the effective

implementation of the said Project in accordance with the Sanction Order No. K-14011/06/2019-MRTS-II dated 29.12.2022, issued by MoHUA and revised approval of GoM issued vide Government Resolution No. NMR-3318/C.R. No. 145/UD-7 dated 12.05.2023.

5.0 DESIGN AND TECHNOLOGY

5.1 The design and technology of the system to be implemented will be in accordance with the details contained in Detailed Project Report (DPR) as approved by GoM and GoI, subject to such modifications as may be approved by the Board of MAHA METRO or GoI as per the extant norms.

6.0 INSTITUTIONAL ARRANGEMENT

6.1 The Project shall be implemented by the existing special purpose vehicle (SPV) namely MAHA METRO.

7.0 LEGISLATION

7.1 Legal framework for the Nagpur Metro Rail Project Phase-2 project to be taken up by MAHA METRO under the Metro Railways (Construction of Works) Act, 1978, the Railways Act 1989 and the Metro Railways (Operation and Maintenance) Act, 2002, as amended by Metro Railways (Amendment) Act, 2009 or such amendments or legislation made from time to time as may be decided by the GoI.

8.0 PROJECT IMPLEMENTATION PERIOD

8.1. The completion period of the project shall be five years from the date of sanction of the project as mentioned in the terms and conditions of sanction of the project by GoI.

9.0 COST OF THE PROJECT

9.1 The total completion cost of the Project shall be ₹ 6,708 Crore (Rupees Six thousand Seven hundred and Eight crores only) ("Project Cost") including escalation, central taxes and duties, state taxes, land cost, Interest During Construction and Public Private Partnership Component as per the benchmarking norms fixed up by MoHUA. The break-up of the various components of the total project cost of ₹ 6,708 Crore is as under:-

Table 2: Component Wise Cost Break up

S. No.	ITEM	TOTAL AMOUNT (in ₹ Cr)
1	Alignment and Formation	1,656
2	Station Buildings incl. Civil works, EM works, ECS, TVS, Lift, escalators & Architectural Finishes etc	855
3	Depot including civil, EM, Machinery & plants, general works & OCC building	183
4	P-Way for main line, depot and depot connectivity	312
5	Traction & power supply for main line and depot incl. OHE, ASS, GIS etc.	380
6	Signalling and Telecom. etc.	425
7	Environment	12
8	Misc. Utilities, road works, Topographic Surveys, Geotechnical	262

S. No.	ITEM	TOTAL AMOUNT (in ₹ Cr)
	Investigation, Barricading, Tree Cutting and replanting, other civil works such as signage's, Environmental protection and traffic management	
9	Capital Expenditure on Security including civil and EM works	12
10	Staff Quarters including civil, electrical works	71
11	Capital Expenditure on Inter modal integration including Footpath for pedestrians	96
12	Rolling Stock	384
13	**Total Cost at Jan, 2019 price levels (Excluding Land, R&R, PPP, IDC, General Charges, Contingencies, Central & State Taxes)**	**4,648**
14	General Charges @ 5% on all items except land	232
15	Contingencies @ 3 % on all items except land	146
16	**Total Cost at Jan-2019 price levels incl. General Charges and Contingencies (Excluding Land, R&R, PPP, IDC, Central & State Taxes)**	**5,027**
17	Escalation at 5 % pa on all items except contingencies	607
18	**Total Cost incl. General Charges, Contingencies, Escalation, (excluding Land, R&R, PPP, IDC, Central & State Taxes)**	**5,634**
19	Central GST & Basic Customs duty	350
20	Escalation at 5% pa on Central Taxes including Basic Customs Duty	44
21	**Total Cost incl. General Charges, Contingencies, escalation, Central Taxes (excluding Land, R&R, PPP, IDC, State Taxes)**	**6,028**
22	State GST including escalation @ 5% pa	355
23	Land including escalation @ 5% pa	150
24	R & R incl. Hutments etc. including escalation @ 5% pa	13
25	**Total including Land and R&R Costs**	**6,545**
26	PPP component (AFC installations) incl. Central and State Taxes, escalation etc	149
27	Interest during Construction (IDC) including Front End Fee	15
28	**Total Completion Cost**	**6,708**

10.0 PROJECT FINANCING

10.1 The financing of the Project would be done through a mix of equity, interest-free sub-ordinate debt and senior term debt/Pass Through Assistance (PTA) {including borrowing from bilateral or any other multilateral /international/domestic financial institution} as detailed in Clause 1.3 above.

10.2 GoI and GoM would contribute equally over the project period, a sum of ₹ 998.20 crores (Rupees Nine Hundred Ninety-Eight Crore and Twenty Lakhs Only) each in the form of equity aggregating to ₹ 1,996.40 crores (Rupees One Thousand Nine Hundred and Ninety Six Crore and Forty Lakhs Only).

10.3 The Subordinate debt from GoI and GoM towards 50% of central taxes will be ₹ 197.00 Crores (Rupees One hundred Ninety- Seven crores only) each.

10.4 Pass Through Assistance from multilateral and bilateral development agencies would be limited to ₹ 3,585.60 crores (Rupees Three Thousand Five Hundred Eighty Five Crore and Sixty Lakh Only). External funding shall be on back-to-back basis as per standard arrangement of the Department of Economic Affairs (DEA).

10.5 The GoI financial support for the project shall be ring-fenced to ₹ 1,195.20 Crores (Rupees One thousand One hundred Ninety Five Crores and Twenty Lakhs only), being 20% of the current total project completion cost (excluding land acquisition cost, R&R, state taxes, IDC, PPP component and the cost finances from accrual from VCF).

10.6 GoM shall provide cost for Land including R&R cost and State Taxes to the tune of ₹ 518.00 crores (Rupees Five hundred Eighteen crores only) from accruals towards VCF and ₹ 50 crores (Rupees Fifty Crores Only) as contribution towards funding.

10.7 GoM shall bear ₹ 15 Crore (Rupees Fifteen Crore Only) as SD towards Interest towards Construction (IDC).

10.8 GoM will either exempt the SPV from its State/local taxes and duties/levies or provide grant/reimburse the same. The State/local taxes would not form part of the project cost to be shared by the GoI.

10.9 GoI share will not be released till the tripartite MoU is signed.

11.0 <u>COST ESCALATION</u>

11.1 Government of India (GoI) will provide financial support to the project in the form of equity and subordinate debt for part central taxes and duties amounting to ₹ 1,195.20 crore (completely ringed fenced to 20% of the estimated completion cost of the project excluding land acquisition cost, R&R, state taxes, IDC, PPP component and the cost finances from accrual from VCF).

11.2 Any subsequent cost escalation due to price escalation or exchange rate variation leading to increase in the cost of the project within or beyond the approved project time limit, inclusion of any item not referred to in DPR and also any other cost escalation due to change in scope or avoidable delay beyond the approved time cycle shall be borne/met/arranged by GoM. As per Metro Rail Policy 2017 land and R&R cost will be borne by the Govt. of Maharashtra. This should be suitably incorporated in Shareholders Agreement.

12.0 <u>OBLIGATIONS OF GoM</u>

12.1 GoM shall bear the cost of land acquisition, resettlement and rehabilitation (R&R) including escalation as per Metro Rail Policy 2017, Any subsequent cost escalation due to price escalation, hedging cost or exchange rate variation leading to increase in the cost of the project within or beyond the approved project time limit, inclusion of any item not referred to in DPR and also any other cost escalation due to change in scope or delay beyond the approved time cycle shall be borne/met/arranged by GoM.

12.2 GoM may rework the DPR on realistic basis with adequate deliberation on the issues, if any, raised by various stakeholders before going ahead with implementation to ensure sustainability of the project.

12.3 Government of Maharashtra (GoM) would ensure price-based measures to promote and facilitate metro rail rider-ship, as part of an integrated traffic rationalization plan and Comprehensive Mobility Plan (CMP) for the Nagpur City with a view to ensure that the projected rider-ship is realized. There will be no liability on the part of the Government of India (GoI) if the ridership does not materialize and/or the project does not make adequate profits/surplus.

12.4 To grant and cause its Instrumentalities to accord all necessary approvals, consents, clearances, sanctions, etc., as are necessary for the smooth and timely implementation of the Project subject to all applicable laws and Rules and Regulations in force from time to time.

12.5 To subscribe towards equity share capital of the Maha Metro as approved by the GoI totaling ₹ 998.20 crore (Rupees Nine Hundred Ninety Eight Crore and Twenty Lakhs Only) and release the equity capital before senior term debt/ PTA is drawn to the extent possible with the objective of minimizing the interest burden on the Project.

12.6 To provide the subordinate debt of ₹ 197 crores (Rupees One hundred Ninety Seven crores only) for utilization of Maha Metro before taking recourse to senior debt / PTA to the extent possible for minimizing the interest burden on the Project. In addition, GoM shall provide additional subordinate debt for Interest During Construction to the tune of ₹ 15 crore (Rupees Fifteen Crore only), Grant to the tune of ₹ 518 crore (Rupees Five hundred and Eighteen Crore only) for State taxes, Land and R&R from accruals towards VCF and contribution of ₹ 50 Crores (Fifty Crores Only) towards funding.

12.7 To arrange national (from sources other than GoI budget/bilateral/multilateral) financing at a time and with a partner of its choice, in consultation with Department of Economic Affairs (DEA), if GoM so chooses and subject to approval by GoI. Loan Guarantee/comfort letter may be provided by GoM, if required, for borrowing from National Sources to make the borrowing cost cheaper.

12.8 To arrange alternative financing from sources other than GoI, of even after the approval of the GoI, the bilateral loan/any other multilateral loan does not come through in 'two years' time.

12.9 To provide cost towards State taxes, Land and R&R, if the State entities 'Maharashtra Industrial Development Corporation (MIDC)' and 'Maharashtra Airport Development Corporation (MADC)' show inability in terms of financing pattern Table in clause 1.3 above.

12.10 To bear the cost of Interest during Construction (IDC).

12.11 To bear any cost escalation as may be approved by Government of India.

12.12 To set up a dedicated Urban Transport Fund (UTF) at the State level as well as at the city/metropolitan area level in consultation with MoHUA through levy of dedicated taxes/levies, betterment tax/impact fee, development charges and higher FAR in the influence zone of Metro Railway stations as envisaged in National Urban Transport Policy, 2006 to create pool of resources for replacement of assets and providing operational subsidies, if any, not only for this project but other Urban Transport projects as well. The amount realized from the increased land and property value capture from sale/rental proceeds would be credited to Dedicated Urban Transport Fund.

12.13 To facilitate transfer of fund collected in Urban Transport Fund at State level and city level to Maha Metro.

12.14 To either exempt the SPV from its State/local taxes and duties/levies or provide grant/reimburse the same.

12.15 To provide assistance in disposing of, resist and resolve any obstacle or impediment created or placed by any person to thwart or challenge the implementation of the Project or any part thereof.

12.16 To expeditiously acquire land/properties identified in the alignment, free from encroachments and encumbrances and handover possession of the same to the MAHA METRO and also to ensure that land acquisition shall not become reason for delay in implementation of the project.

12.17 To facilitate compensation mechanism based on issuance of Transfer of Development Rights (TDRs) in lieu of cash compensation for acquisition of land for the Project.

12.18 To covenant that it will not restrict the use of the land in any way and that the MAHA METRO shall, at all times, have full freedom and discretion to develop and use the land, subject to zoning or rezoning of the land or any part thereof, in a manner consistent with its intended use only in the Project and subject to all applicable laws Rules and Regulations, in force from time to time.

12.19 To provide all such necessary assistance reasonably requested by MAHA METRO with respect to clearances and preparation of the land for use including commercial exploitation thereof with a view to improving the financial sustainability of MAHA METRO, subject to all applicable laws in force, from time to time.

12.20 To initiate or amend, any law, rule, order or notification necessary or desirable for the implementation of the Project, subject to the provisions of the law and the Constitution of India.

12.21 To finance cash losses, if any, and capital expenditure during the operational phase from its own resources in case the same cannot be provided by MAHA METRO.

12.22 The monitoring of the project for timely completion will be done by the existing High Powered Committee (HPC) under the chairmanship of the Chief Secretary of GoM with the composition of other members like Secretaries of the concerned departments of the State Government, heads of Civic Bodies etc., to address and sort out all State level issues regarding implementation, particularly with regard to land acquisition, diversion of utilities, shifting of structures in the project alignment, rehabilitation of project affected persons, multi-modal integration and such other matters where the State Govt. has to facilitate quick action. The Committee so constituted shall normally meet once in a month or more often if required, to sort out all these issues expeditiously.

12.23 To accord high priority for integration of various modes of transport including non-motorised modes, which would act as feeder/evacuation system to the Nagpur Metro system with a view to improve the ridership including pedestrianization, public bike sharing facility, feeder buses, adequate parking space for bicycles & cars and bus/taxi/auto stands at the stations, improvement in the city bus service to introduce modern ITS enabled buses, public bicycle system, National Common Mobility Card and integrated ticketing across all modes of transport and all operators in the city.

12.24 GoM should provide common mobility card to provide integrated ticketing and seamless travel across all modes and all operators in the city.

12.25 GoM shall ensure that the metro rail project provides for first and last mile connectivity, accessibility and appropriate security arrangements.

12.26 To set up a Unified Metropolitan Transport Authority (UMTA), duly backed by legislation, to facilitate coordinated planning and implementation of projects related to urban transport and their integrated management.

12.27 To set up a Traffic Information Management Control Centre (TIMCC) for effective traffic monitoring and enforcement as well as for data generation and data collection for future planning.

12.28 To set up and implement National Public Transport Helpline (NPTH) to provide information regarding various aspects of public transport such as routes, arrival/departure times, route planning, ticketing etc. in the city;

12.29 To ensure that city corporation shall come up with a parking policy wherein parking fee represents the true value of the land occupied, which is used to make public transport more attractive; banning of parking on arterial/ring roads; provision of multilevel parking centre in city centre with park-and-ride facility etc.

12.30 To ensure that city corporation shall come up with an advertisement policy to tap advertisement revenue on public transport, intermediate public transport, public utilities and street furniture etc.

12.31 To endeavor to economize on the cost of the project through Value Engineering, minimum land acquisition, adoption of technological innovation during the project life cycle.

12.32 To ensure flow or realizable VCF in the SPV account in terms of Para (D) (vii) (b) of Metro Rail Policy, 2017 for meeting O&M, escalation, debt servicing etc. of the project in a manner that will reduce burden on the State exchequer.

12.33 To enable Maha Metro to raise cheaper long-term debt in the domestic market by allowing it to issue corporate debt bond in terms of Para (D) (xi) of Metro Rail Policy, 2017 by arranging Guarantee/Comfort letter, if required, to make borrowing cost cheaper.

12.34 To ensure that the electric power is made available to the project on a no-profit-no-loss basis, subject to the applicable laws and orders of the State Electricity Regulatory Commission.

12.35 To facilitate property development by the SPV near stations, depots and metro alignments to the extent possible. GoM shall also undertake the Transit Oriented Development and Land Use Densification for the Project's Corridors and its influence zone, for planned development of the region as well as to increase the ridership and decrease the overall travel demand.

12.36 To make statutory/Institutional arrangement for periodic fare revision for not only the proposed metro, but also for other competing modes. A mutually agreed schedule for periodic revision of fares, for the metro as well as other modes of transport issued by GoM shall form part and parcel of this MoU.

12.37 To bear the cost of procurement of additional rolling stock required for the passenger traffic more than the DPR estimates, if cannot be provided by Maha Metro.

12.38 To repay the senior term debt as and when it becomes due on account of cash losses, in case Maha Metro is not able to pay to GoI;

12.39 To designate one of the State Government nominees as full time Managing Director of the company with the prior consent of GoI.

12.40 Not to transfer or remove the MD of the company, the State Government nominee, without the prior consent of GoI.

12.41 The Managing Director shall not be given any other additional assignment without prior written permission of GoI;

12.42 Not to give any new assignment to Maha Metro unilaterally.

12.43 To place the State Government officers/Officers working under the control of the GoM, if required, on deputation to Maha Metro under the administrative control of the Board of Directors of SPV.

12.44 In case of Maha Metro not being able to repay any loan contracted by it (as and when it becomes due), the responsibility for the same shall be borne by GoM through direct financial support or credit enhancement support for the refinancing, and not by the GoI.

12.45 GoM will not change the 50:50 equity sharing of GoI and GoM in Maha Metro except with the prior approval of GoI.

12.46 To take note of the observations of Ministry of Home Affairs (MHA), GoI on security issues and ensure taking adequate necessary steps accordingly.

13.0 OBLIGATIONS OF GOI

13.1 To subscribe towards equity share capital of the MAHA METRO, totaling to ₹ 998.20 crores (Rupees Nine Hundred Ninety Eight Crore and Twenty Lakhs only) and release the equity capital to the extent possible before the Senior debt/PTA is drawn with the objective of minimizing the interest burden on the project.

13.2 To provide the Subordinate debt of ₹ 197 crores (Rupees One Hundred Ninety-Seven Crores only) as GoI's 50% share towards central taxes/levies for utilization by MAHA METRO before taking recourse to senior debt to the extent possible for minimizing the interest burden.

13.3 GoI will facilitate to make available multilateral or bilateral loan funds or any other multilateral loan fund equivalent to ₹ 3,585.60 crores (Rupees Three thousand Five hundred Eighty Five crores and Sixty lakhs only) or any such additional amount as sanctioned, directly to MAHA METRO as per the provisions of the contract through gross budgetary resources in the form of Pass Through Assistance on back to back basis.

13.4 To approve the technical standards and specifications as well as various rules under the Central Metro Acts to be followed for the project.

13.5 To provide for safety certification by the Commissioner of Metro Railway Safety.

13.6 Not to give any assignment to the SPV or to the MD of the Company unilaterally.

13.7 To place the annual report of MAHA METRO through appropriate authority before the Parliament.

13.8 To reply to Comptroller and Auditor General's (C&AG) audit observations.

13.9 To place the GoI Officers, if required, on deputation to MAHA METRO under the administrative control of the Board of Directors of MAHA METRO.

13.10 There will be no liability on the part of the GoI if the ridership does not materialize and / or the Project does not make adequate profits/surplus.

13.11 To set up the Fare Fixation Committee, periodically, based on the request of SPV in accordance with the Metro Railways (Operation & Maintenance) Act, 2002 as amended from time to time.

13.12 The GoI would not finance cash losses and capital expenditure during the operational phase and its requirements would be financed by the SPV and/or the State Government from its own resources.

13.13 GoI will not share any cost towards procurement of additional rolling stock in the second and subsequent years of operation, as this would not be a part of the Project cost.

13.14 The State/local taxes would not form part of the project cost to be shared by the Government of India.

13.15 The last installment of fund will be issued by the GoI after the final installment received from the GoM, accrual of VCF and execution of Multimodal (Transport) Agreement.

13.16 No waiver of Central taxes/duties shall be provided by GoI.

14.0 <u>COVENANTS, OBLIGATIONS, ETC. OF MAHA METRO (SPV)</u>

14.1 MAHA METRO which has been set up as a joint venture of GoI and GoM is meant exclusively for implementation of metro rail projects in the State of Maharashtra outside Mumbai Metropolitan Region and no new / other assignments should be given to the company by the promoters unilaterally. MAHA METRO shall construct, develop, commission, operate and maintain the Project, in accordance with the approved Project Schedule and applicable Laws.

14.2 Maha Metro, in implementation of the project, shall generally adopt and follow the due process, norms and rules established for undertaking of works and procurement of Goods, materials and services, for such tendering and after observing the guidelines and circulars issued by Department of Economic Affairs, Department of Public Enterprises, Central Vigilance Commission and as amended from time to time, for all tenders and contracts as necessary to strengthen the Corporate Governance and shall be subject to the audit by CAG, State Legislature scrutiny and Parliamentary scrutiny.

14.3 Maha Metro shall be bound by such directions on question of policy, as the Central Government may give in writing from time to time after giving due opportunity to the Maha Metro to express its views before giving any direction.

14.4 To strictly follow and comply with the prescribed codes and specifications for various items for construction and operation as well as the safety standards set by the Appropriate Authorities.

14.5 To open any section for public carriage of passengers only after the Safety has been certified by the Commissioner of Metro Railway Safety;

14.6 To engage Competent Operators/Drivers and other skilled operators possessing the prescribed qualifications and passing necessary tests.

14.7 To undertake to pay in case of accidents, as ordered by the concerned Authority.

14.8 Maha Metro shall not change funding pattern without prior approval of the promoters.

14.9 Maha Metro shall not undertake any new assignment unless the entrustment of new assignment is agreed to between the promoters mutually.

14.10 To engage, recruit or employ to the extent required, personnel, employees, staff, officers, servants, labour, workmen, contractors, etc., local or otherwise, temporary or permanent, during the implementation of the Project, in its own name and account and shall alone bear and remain liable towards all or any payment of wages, salaries, perquisites, benefits, fees, claims etc., thereto. Nothing in this clause shall preclude any outsourcing of functions as approved by the Board of SPV or power delegated by the Board. Persons employed on such outsourced functions shall not be treated as employees of the company.

14.11 It is further agreed and understood that at no stage such personnel, employees, staff, officers, servants, labour, workmen, contractors, local or otherwise, temporary or permanent, recruited employed or engaged in the development, construction, commissioning and operation of the Project by the SPV or otherwise in the Project, other than those on deputation shall be held or deemed to be personnel, employees, staff, officers, servants, labour, workmen, contractors of GoM or GoI.

14.12 To frame its own rules, regulations, procedures, working arrangements, management, corporate governance from time to time to cover/govern all matters of administration and all other incidental and related matters not inconsistent with the provisions of the Companies Act, 2013 or the MoU.

14.13 Maha Metro may implement the Project and raise senior term debt from the market within the financing pattern as per clause 1.3 above with prior approval of GoI and GoM. If required, GoM may provide Guarantee/Comfort letter for such debt from domestic sources to make the borrowing cost cheaper.

14.14 To make repayment of subordinate debt to GoI and GoM proportionately only after repayment of entire senior term debt availed for the Project.

14.15 Maha Metro shall undertake and covenant that it shall open and maintain an Escrow Account with a Scheduled Bank within the meaning of Banking Regulation Act 1949, as may be required by the Senior Term Debt Lenders subject to such terms and conditions, validity, enforceability and performance of respective obligations and duties and to execute such agreements as may be deemed necessary and that the Escrow Account shall remain in full force and effect till all the obligations of Senior Term Debt Lenders have been satisfied. GoI shall have the first charge on the Escrow Account.

14.16 The entire loan amount disbursed by multilateral or bilateral lending agency under a Loan Agreement shall be the liability of SPV for the purpose of repayment of loan through GoI. The repayment of loan of GoI by Maha Metro shall be through Escrow Account.

14.17 The external assistance, if any will flow on back to back basis as per Standard arrangement of Department of Economic Affairs (DEA).

14.18 The debt servicing liability of Maha Metro with regard to multilateral or bilateral lending agency, the loan portion shall be reckoned based on the repayment schedule received from multilateral or bilateral lending agency in rupees terms.

14.19 To take note of the observations of Ministry of Home Affairs (MHA), GoI on security issues and ensure taking adequate necessary steps accordingly.

14.20 To make statutory arrangements for periodic fare revision and a mutually agreed schedule for periodic revision of fares as well.

14.21 Maha Metro shall obtain all necessary and statutory clearances of Central and State Governments as applicable to the Project.

14.22 Maha Metro shall explore the possibility of PPP in other areas of activities related to the metro project in terms of Para (E) (iii) (b) of Metro Rail Policy, 2017.

14.23 Expenditure on O&M and debt servicing should be the responsibility of Maha Metro. In case Maha Metro fails in respect of this, the liabilities will be borne by GoM in terms of Para (D) (iv) (d) of Metro Rail Policy, 2017.

14.24 To finance cash losses and capital expenditure during the operational phase and its requirements would be financed by the Maha Metro and/or GoM from its own resources, if Maha Metro is unable to finance such losses.

14.25 Maha Metro shall explore the possibilities of engaging private sector in medium to long term maintenance of its assets and labour intensive services to economize on O&M costs.

14.26 Any additional burden created on GoM by virtue of this MoU, shall be borne by the Maha Metro by way of commercial exploitation of land transferred to it other than the land mentioned in DPR.

14.27 Maha Metro shall ensure that the station designs are to be leaner and modular commensurate to the ridership estimate of each station. The metro stations should be designed and constructed with toilets in the paid area. The toilets constructions should be part of the project cost.

14.28 In line with the vision of "Atmanirbhar Bharat Abhiyan" and GoI's "Make in India" initiative, Maha Metro shall ensure that the indigenous procurement of all the major metro rail components are as per the minimum local content firmed by MoHUA time to time.

14.29 To follow the GoI's decisions with regard to safety, standardization and indigenization of various metro rail components.

14.30 To give compensation by way of Transfer of Development Rights (TDR), if authorized by GoM, in lieu of cash compensation for acquisition of land for metro rail project as an optional method of payment.

14.31 To undertake property development by the SPV near stations, depots and metro alignments to the extent possible.

14.32 Delay in acquisition of land should not impact construction of station and operationalization of the project.

15.0 ORGANISATIONAL SET-UP OF MAHA METRO

15.1 The management of the company vests entirely with the Board of Directors (BoD) consisting of ten (10) Directors, each promoter nominating five Directors noting that it is neither a Central PSU nor State PSU but a Board Governed Company.

15.2 GoI shall be entitled to appoint five (5) Nominee Directors including Chairman of the Board. GoM shall be entitled to appoint five (5) Nominee Directors including Managing Director (full time).

15.3 The fulltime Managing Director with adequate technical experience shall be the nominee of GoM and shall be appointed or removed by the BoD only with the prior consent of GoI. The Managing Director, whether on deputation or on absorption basis in MAHA METRO shall be fully accountable to the Board.

15.4 The BoD shall proceed to have "Functional Directors" and other Directors as mandated under the Companies Act, 2013, in addition to the nominee Directors forthwith as per the guidelines issued by GoI.

15.5 Subject to the policy and principles approved by the Board, and subject to the powers delegated by the Board, the general management of the business of the company shall be in the hands of the Managing Director, who shall have the power and authority on behalf of the company to take decisions and to enter into all contracts and to make all purchases and to do all other things as are necessary or desirable.

16.0 GENERAL

16.1 All additions, supplements, amendments or variations to this MoU shall be in writing and shall be jointly signed by the duly authorized representatives of the Parties.

16.2 Each Party shall hold in strict confidence all confidential information received by it from the other Party, whether notified as confidential or not (herein "Confidential Information"). The Party receiving such Confidential Information shall not publish or otherwise disclose or use the Confidential Information for its own purposes (otherwise than as may be required by it, its professional advisers, or potential lenders or investors to perform its obligations) and shall cause its directors, officers, employees, servants agents and contractors, to be similarly bound by these covenants.

16.3 The execution, interpretation, construction and performance of this MoU shall be governed by and construed according to the Laws of India.

16.4 This MoU shall not constitute either Party as a partner, agent or legal representative of the other Party. Neither Party shall have any right or authority to assume, create or incur any liability or obligation of any kind, expressed or

implied, against, in the name of or on behalf of the other Party except in accordance with this MoU or as may otherwise be agreed in writing by the Parties.

16.5 Each Party agrees to do such other and further acts and things, and to execute and deliver such additional instruments and documents, as either Party may reasonably request from time to time whether at or after the execution of this MoU, in furtherance of the express provisions and purposes of this MoU.

16.6 Subject to the provisions of the Constitution, any difference of opinion arising between GoI and GoM in the implementation of this MoU, the same will be resolved through mutual discussions or as per the institutional mechanism defined for this project in the GoI sanction letter No. K-14011/06/2019-MRTS-II dated 29.12.2022.

IN WITNESS WHEREOF the Parties have executed this Memorandum of Understanding on the …..…………………………………………by their duly authorized representatives.

Signed, Sealed and Delivered for and on behalf of the President of India	Signed, Sealed and Delivered for and on behalf of the Governor of State of Maharashtra represented through	Signed, Sealed and Delivered for and on behalf of MAHA METRO
Manoj Joshi (Authorised Signatory) **Secretary** Ministry of Housing and Urban Affairs, Govt. of India	**Manoj Saunik** (Authorised Signatory) **Chief Secretary** Govt. of Maharashtra	**Shravan Hardikar** (Authorised Signatory) **Managing Director** MAHA METRO